Attachment (#1637

# 3<sup>rd</sup> LEASE AMENDMENT AND EXTENSION

ORIGINAL

THIS AMENDMENT is dated this <u>18th</u> day of <u>May, 2006</u> by and among <u>Ramdas Investments</u>, <u>LLC</u>, "Landlord" and <u>King County</u>, a political subdivision of the State of Washington "Tenant".

### **RECITALS**

- A. Landlord, by that certain Lease dated April 29, 1998 as amended by an Amendment to Lease dated May 26, 2000, and as further amended by a 2<sup>nd</sup> Lease Amendment and Acknowledgement of Month to Month Term dated April 19, 2004, collectively "the Lease", leased to Tenant certain real property located within **Briarwood Shopping Center** and premises address of 12644 SE 128<sup>th</sup> St., Renton, WA 98058.
- B. <u>Suite 12644.</u> The Lease has been a Gross Lease which is on a month to month basis which has been determined to be at it's expiration on May 31, 2006. The current fixed total monthly rental amount is \$880.00.
- C. Tenant and Landlord hereby express their mutual desire to amend, by this writing, those terms, covenants and conditions contained herein.

**NOW, THEREFORE,** for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

- 1. Commencement and Term. The extended term shall commence contemporaneously with the expiration of the existing lease term on June 1, 2006. The extended lease term shall be for a period of Two (2) Years and shall expire May 31, 2008
- 2. Rent & Escalation. Commencing on June 1, 2006 Tenant shall pay minimum base rent, in addition to all other charges due under the Lease, as provided in the schedule below.

#### **Extension Term Rental**

1	Vacan	Period	Monthly Base Rent
	Years		\$1,600/Month, NN
	1 - 2	6/1/2006 - 5/31/2008	

rental schedule and during the term of this extended period as herein granted Tenant shall be responsible for its pro rata share ("Tenant's Share") of Real Estate Taxes "Tax" and Insurance ("Net Net"). Tenant's pro rata share of Real Estate Taxes and Insurance to be paid by Tenant to Landlord shall be a fraction of such Real Estate Taxes and Insurance costs, the numerator of which is the square footage of floor area leased to Tenant, and the denominator of which is the total square footage of floor area of all buildings in that portion of the Shopping Center owned by Landlord and which buildings that are subject to the Insurance and Tax which is being prorated, excluding any outside nursery or display areas and any mezzanine space used solely for employee facilities and/or for office space related to retail sales made by the occupant on the occupant's premises. A current 2006 Budget depicting the estimated cost of Tax and Insurance is attached hereto, by example, as Exhibit "A".

**Tenant hereby acknowledges** that all other terms and conditions of the Original Lease not expressly amended hereby, shall continue as provided for in the Lease.

IN WITNESS WHEREOF, this instrument has been signed as of the date first above written. LANDLORD: **TENANT:** Ramdas Investments, LLC King County, a political subdivision of the State of Washington APPROVED AS TO FORM ONLY Date: By: Don Woodworth Senior Deputy Prosecuting Attorney KING COUNTY SHERIFF By: Sue Rahr, Sheriff Permanent Address for Notices (TENANT): Address City, State, Zip Phone **LANDLORD NOTARY** State of 111 )SS. County of \_\_\_ \_day of \_ June 20 06 before me, a Notary Public duly commissioned and sworn, personally appeared wyst LLC to me known to be the State of INVESTMENTS (Name of Individual) (Name of LLC, Partnership, Corporation if applicable) named in and which executed the foregoing instrument and (Insert Individual, LLC, Corporation, Partnership) acknowledged the said instrument to be the free and voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument. Witness my hand and official seal hereto affixed the day and year above written. NOTARY PUBLIC for the State of **Notary Public** residing at \_\_\_ State of Washington My commission expires CRAIG K. LITTLE

MY COMMISSION EXPIRES MAY 9, 2007

TENANT NOTARY	
State of ) )SS.	
County of )	
On thisday of	, 20 before me, a Notary Public , duly commissioned and sworn, personally appeared
in and for the State of	, duly commissioned and sworn, personally appeared , to me known to be the
(Name of Individual) (Name of LLC, F	Partnership, Corporation if applicable)named in and which executed the foregoing instrument and
	nership) the free and voluntary act and deed for the uses and purposes therein are authorized to execute the said instrument.
Witness my hand and official sea	al hereto affixed the day and year above written.
	NOTARY PUBLIC for the State of residing at
	My commission expires

LESSEE: King County, Washington

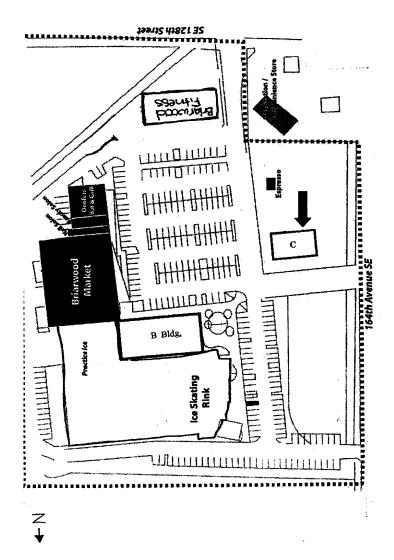
Date: 5/3//06

	STATE OF WASHINGTON )			
	COUNTY OF KING )	SS		
	I certify that Doub Ma	Levyschalsigned this	instrument, on oath stated that he wa	ıs
			the instrument, and acknowledged it	
Fr Sy	1. Diverton - Fangor King	g County, Washington	n to be the free and voluntary act of s	said
	County for the uses and purposes	s mentioned in the in	strument.	
	Date: 5/31/06	100 Monday	NOTARY PUBLIC in and for the S Washington residing at Belle appointment expires 6/5/2	7
	GIVEN under my hand	and official seal this	31, day of May, 200	<u> 26</u>

## **EXHIBIT "A"**

#### BRIARWOOD CENTER 2006 BUDGET

	BUDGETED EXPENSE		King County Sheriff 1,296	
INSURANCE				
Insurance	\$	9,364.95	\$	299.61
Liability Insurance	\$	1,040.55	\$	33.29
TOTAL INSURANCE	\$	10,405.50	\$	332.90
<u>REAL ESTATE TAX</u> Taxes - Septic #107961-0050-09	\$	3,610.00	\$	55.67
Taxes - Shops/Market #107961-0020	\$	30,200.00	\$	1,286.92
TOTAL TAXES	\$	33,810.00	\$	1,342.59
TOTAL BUDGETED EXPENSES	\$	44,215.50	\$	1,675.50
MONTHLY TOTAL	<u> </u>		\$	139.62
PSF			\$	1.29
MONTHLY INSURANCE			\$	27.74
MONTHLY TAX			\$	111.88
MONTHLY TOTAL			\$	139.62



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